

	Company		
28	Texas, Oklahoma & Eastern Railroad Company	TOE	7529
29	Texas, Oklahoma & Eastern Railroad Company	TOE	7530
30	Texas, Oklahoma & Eastern Railroad Company	TOE	7531
31	Texas, Oklahoma & Eastern Railroad Company	TOE	7532
32	Texas, Oklahoma & Eastern Railroad Company	TOE	7533
33	Texas, Oklahoma & Eastern Railroad Company	TOE	7534
34	Texas, Oklahoma & Eastern Railroad Company	TOE	7535
35	Texas, Oklahoma & Eastern Railroad Company	TOE	7536
36	Texas, Oklahoma & Eastern Railroad Company	TOE	7537
37	Texas, Oklahoma & Eastern Railroad Company	TOE	7538
38	Texas, Oklahoma & Eastern Railroad Company	TOE	7539
39	Texas, Oklahoma & Eastern Railroad Company	TOE	7540
40	Texas, Oklahoma & Eastern Railroad Company	TOE	7541
41	Texas, Oklahoma & Eastern Railroad Company	TOE	7542
42	Texas, Oklahoma & Eastern Railroad Company	TOE	7543
43	Texas, Oklahoma & Eastern Railroad Company	TOE	7544
44	Texas, Oklahoma & Eastern Railroad Company	TOE	7545
45	Texas, Oklahoma & Eastern Railroad Company	TOE	7546
46	Texas, Oklahoma & Eastern Railroad Company	TOE	7547
47	Texas, Oklahoma & Eastern Railroad Company	TOE	7548
48	Texas, Oklahoma & Eastern Railroad Company	TOE	7549
49	Texas, Oklahoma & Eastern Railroad Company	TOE	7550
50	Texas, Oklahoma & Eastern Railroad Company	TOE	7551
51	Texas, Oklahoma & Eastern Railroad Company	TOE	7552
52	Texas, Oklahoma & Eastern Railroad Company	TOE	7553
53	Texas, Oklahoma & Eastern Railroad Company	TOE	7554
54	Texas, Oklahoma & Eastern Railroad Company	TOE	7556
55	Texas, Oklahoma & Eastern Railroad Company	TOE	7557
56	Texas, Oklahoma & Eastern Railroad Company	TOE	7560

# Schedule 1

(to Form of Bill of Sale)

Description: Plate C 52' 6 in Boxcar

Quantity: 56

Reporting marks and identifying numbers:

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting Mark</u>	
1	Texas, Oklahoma & Eastern Railroad Company	TOE	7500
2	Texas, Oklahoma & Eastern Railroad Company	TOE	7501
3	Texas, Oklahoma & Eastern Railroad Company	TOE	7502
4	Texas, Oklahoma & Eastern Railroad Company	TOE	7503
5	Texas, Oklahoma & Eastern Railroad Company	TOE	7504
6	Texas, Oklahoma & Eastern Railroad Company	TOE	7505
7	Texas, Oklahoma & Eastern Railroad Company	TOE	7506
8	Texas, Oklahoma & Eastern Railroad Company	TOE	7507
9	Texas, Oklahoma & Eastern Railroad Company	TOE	7508
10	Texas, Oklahoma & Eastern Railroad Company	TOE	7509
11	Texas, Oklahoma & Eastern Railroad Company	TOE	7510
12	Texas, Oklahoma & Eastern Railroad Company	TOE	7511
13	Texas, Oklahoma & Eastern Railroad Company	TOE	7512
14	Texas, Oklahoma & Eastern Railroad Company	TOE	7513
15	Texas, Oklahoma & Eastern Railroad Company	TOE	7514
16	Texas, Oklahoma & Eastern Railroad Company	TOE	7515
17	Texas, Oklahoma & Eastern Railroad Company	TOE	7516
18	Texas, Oklahoma & Eastern Railroad Company	TOE	7517
19	Texas, Oklahoma & Eastern Railroad Company	TOE	7518
20	Texas, Oklahoma & Eastern Railroad Company	TOE	7519
21	Texas, Oklahoma & Eastern Railroad Company	TOE	7520
22	Texas, Oklahoma & Eastern Railroad Company	TOE	7522
23	Texas, Oklahoma & Eastern Railroad Company	TOE	7523
24	Texas, Oklahoma & Eastern Railroad Company	TOE	7524
25	Texas, Oklahoma & Eastern Railroad Company	TOE	7525
26	Texas, Oklahoma & Eastern Railroad Company	TOE	7527
27	Texas, Oklahoma & Eastern Railroad	TOE	7528

**EXHIBIT I**

**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December \_\_, 2005, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December \_\_, 2005, between Seller and Buyer.

General Electric Railcar Services Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

29	Texas, Oklahoma & Eastern Railroad Company	TOE	7530
30	Texas, Oklahoma & Eastern Railroad Company	TOE	7531
31	Texas, Oklahoma & Eastern Railroad Company	TOE	7532
32	Texas, Oklahoma & Eastern Railroad Company	TOE	7533
33	Texas, Oklahoma & Eastern Railroad Company	TOE	7534
34	Texas, Oklahoma & Eastern Railroad Company	TOE	7535
35	Texas, Oklahoma & Eastern Railroad Company	TOE	7536
36	Texas, Oklahoma & Eastern Railroad Company	TOE	7537
37	Texas, Oklahoma & Eastern Railroad Company	TOE	7538
38	Texas, Oklahoma & Eastern Railroad Company	TOE	7539
39	Texas, Oklahoma & Eastern Railroad Company	TOE	7540
40	Texas, Oklahoma & Eastern Railroad Company	TOE	7541
41	Texas, Oklahoma & Eastern Railroad Company	TOE	7542
42	Texas, Oklahoma & Eastern Railroad Company	TOE	7543
43	Texas, Oklahoma & Eastern Railroad Company	TOE	7544
44	Texas, Oklahoma & Eastern Railroad Company	TOE	7545
45	Texas, Oklahoma & Eastern Railroad Company	TOE	7546
46	Texas, Oklahoma & Eastern Railroad Company	TOE	7547
47	Texas, Oklahoma & Eastern Railroad Company	TOE	7548
48	Texas, Oklahoma & Eastern Railroad Company	TOE	7549
49	Texas, Oklahoma & Eastern Railroad Company	TOE	7550
50	Texas, Oklahoma & Eastern Railroad Company	TOE	7551
51	Texas, Oklahoma & Eastern Railroad Company	TOE	7552
52	Texas, Oklahoma & Eastern Railroad Company	TOE	7553
53	Texas, Oklahoma & Eastern Railroad Company	TOE	7554
54	Texas, Oklahoma & Eastern Railroad Company	TOE	7556
55	Texas, Oklahoma & Eastern Railroad Company	TOE	7557
56	Texas, Oklahoma & Eastern Railroad Company	TOE	7560

# Schedule 1

**Description:** Plate C 52' 6 in Boxcar

**Quantity:** 56

**Reporting marks and identifying numbers:**

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting Mark</u>	
1	Texas, Oklahoma & Eastern Railroad Company	TOE	7500
2	Texas, Oklahoma & Eastern Railroad Company	TOE	7501
3	Texas, Oklahoma & Eastern Railroad Company	TOE	7502
4	Texas, Oklahoma & Eastern Railroad Company	TOE	7503
5	Texas, Oklahoma & Eastern Railroad Company	TOE	7504
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7	Texas, Oklahoma & Eastern Railroad Company	TOE	7506
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9	Texas, Oklahoma & Eastern Railroad Company	TOE	7508
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12	Texas, Oklahoma & Eastern Railroad Company	TOE	7511
13	Texas, Oklahoma & Eastern Railroad Company	TOE	7512
14	Texas, Oklahoma & Eastern Railroad Company	TOE	7513
15	Texas, Oklahoma & Eastern Railroad Company	TOE	7514
16	Texas, Oklahoma & Eastern Railroad Company	TOE	7515
17	Texas, Oklahoma & Eastern Railroad Company	TOE	7516
18	Texas, Oklahoma & Eastern Railroad Company	TOE	7517
19	Texas, Oklahoma & Eastern Railroad Company	TOE	7518
20	Texas, Oklahoma & Eastern Railroad Company	TOE	7519
21	Texas, Oklahoma & Eastern Railroad Company	TOE	7520
22	Texas, Oklahoma & Eastern Railroad Company	TOE	7522
23	Texas, Oklahoma & Eastern Railroad Company	TOE	7523
24	Texas, Oklahoma & Eastern Railroad Company	TOE	7524
25	Texas, Oklahoma & Eastern Railroad Company	TOE	7525
26	Texas, Oklahoma & Eastern Railroad Company	TOE	7527
27	Texas, Oklahoma & Eastern Railroad Company	TOE	7528
28	Texas, Oklahoma & Eastern Railroad Company	TOE	7529

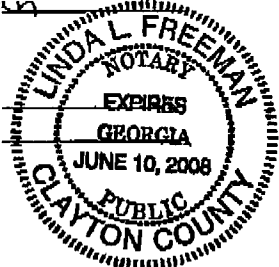
State of Georgia                    )  
  )  
County of Fulton                 )

On this, the 16 day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail, LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Linda L. Freeman  
Name: Linda L. Freeman  
Notary Public

My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_



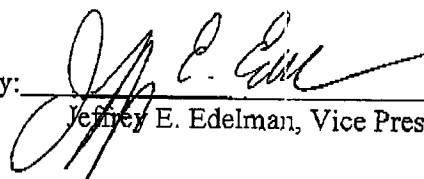
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: \_\_\_\_\_  
Name: J. Nicholas Muday  
Title: Vice President

**INFINITY RAIL, LLC**

By: **Infinity Asset Management, LLC,  
as Manager**

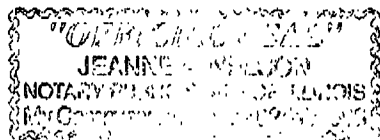
By:  \_\_\_\_\_  
Jeffrey E. Edelman, Vice President

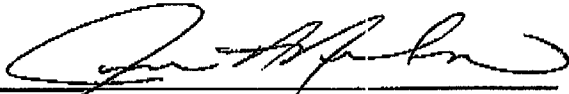
State of ILLINOIS )

County of COOK )

On this, the 15 day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



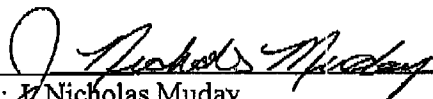
  
Name: Jeanne A. Nelson  
Notary Public

My Commission Expires: February 20, 2006  
Residing in: Cook County



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By:   
Name: Nicholas Muday  
Title: Vice President

**INFINITY RAIL, LLC**

By: **Infinity Asset Management, LLC,  
as Manager**

By: \_\_\_\_\_  
Jeffrey E. Edelman, Vice President

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment:** the units of equipment listed on Schedule 1 hereto.

**Lease:** that certain Schedule No. 5 to Car Leasing Agreement No. 8425-92-01, dated as of January 1, 1994, between the Seller, as lessor, and Texas, Oklahoma & Eastern Railroad Company, as lessee, as amended by that certain Amendment No. 1 dated as of February 1, 1994, and as extended by that certain Extension No. 1 dated as of April 6, 2005, which incorporates by reference that certain Car Leasing Agreement No. 8425-92-01, dated as of January 1, 1994, between the Seller and Texas, Oklahoma & Eastern Railroad Company.

**Lessee:** Texas, Oklahoma & Eastern Railroad Company.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

DEC 19 '05

2-58 PM

## ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

(Texas, Oklahoma &amp; Eastern Railroad Company – Schedule No. 5)

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2005 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail, LLC, a Georgia limited liability company (the "Buyer").

## RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 16, 2005 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

## AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:

(a) the Lease; and

(b) that certain Car Leasing Agreement 8425-92-01, dated as of January 1, 1994, between the Seller and Texas, Oklahoma & Eastern Railroad Company ((a) and (b) collectively, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations, to the extent arising on or after the Closing

Mr. Vernon A. Williams  
December 19, 2005  
Page 2

A description of the railroad equipment covered by the enclosed document is:

56 railcars within the series TOE 7500 - TOE 7560 as more particularly set forth in the equipment schedule attached to the document.

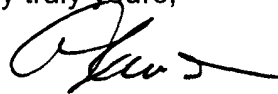
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

REGISTRATION NO. 26031-A FILED

DEC 19 '05 2 58PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 19, 2005

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of December 16, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 26031.

The names and addresses of the parties to the enclosed document are:

Seller: General Electric Railcar Services Corporation  
161 North Clark Street  
Chicago, Illinois 60601

Buyer: Infinity Rail, LLC  
817 West Peachtree Street, Suite M110  
Atlanta, Georgia 30308

DEC 19 '05

2-58 PM

## ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

(Texas, Oklahoma &amp; Eastern Railroad Company – Schedule No. 5)

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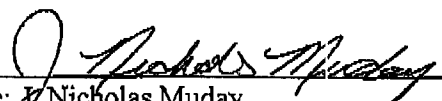


10. Entire Agreement. This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By:   
Name: J. Nicholas Muday  
Title: Vice President

**INFINITY RAIL, LLC**

By: **Infinity Asset Management, LLC,  
as Manager**

By: \_\_\_\_\_  
Jeffrey E. Edelman, Vice President